4232

BILL NO. S-78-10-15

SPECIAL ORDINANCE NO. S-192-78

AN ORDINANCE approving an agreement between the City of Fort Wayne, Indiana and Ecolsciences, Inc., for Combined Sewer Overflow Program in City of Fort Wayne, Indiana.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain agreement, dated September 25, 1978, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Ecolsciences, Inc., Consultants, for:

> Combined Sewer Overflow Program in City of Fort Wayne, which must be developed by the City of Fort Wayne in order to satisfy the U. S. Environmental Protection Agency, to obtain future Federal Assistance in the financing of wastewater facilities,

at a total cost of $6,960.00, all as more particularly set forth in said agreement which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM
AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and ~~the City Plan Commission~~ for recommendation) and Public Hearing to be held after due legal notice, ~~at the~~ Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock _____ M.,E.S.T.

DATE: 10-10-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hunter, and duly adopted, placed on its passage.

PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 10-24-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ (GENERAL) ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-192-78 on the 24th day of October, 19 78

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of October, 19 78, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 26th day of October, 19 78, at the hour of 11 o'clock ~~A~~ M.,E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-10-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving an Agreement between the City of Fort Wayne, Indiana and Ecolsciences, Inc. for Combined Sewer Overflow Program in City of Fort Wayne, Indiana

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

12-24-78
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

SEP 22 1978
Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

EcolSciences, inc.
ENVIRONMENTAL CONSULTING SERVICES
Midwest Region • Suite 201 • 202 South Michigan Street
South Bend, Indiana 46601 • 219/287-1821

NOTED
☐ H.O.D.
☐ E.I.L.
☐ M.G.D.
Date_____
BOARD OF PUBLIC WORKS
SEP 22 1978

September 21, 1978

Mr. Philip R. Boller
Water Pollution Control Engineering Dept.
City-County Building, Room 700
One Main Street
Fort Wayne, Indiana 46802

Dear Phil:

Steve and I would like to thank you for the time you spent with us on Monday, September 18, to discuss the project. I tried to call you on Tuesday and was sorry to hear of your illness. We hope you have a rapid recovery.

Enclosed you will find signed copies of the contract.

In general, EcolSciences is quite satisfied with the preparation of the contract. However, we are uncertain of the wording of Article I. It is stated that EcolSciences will assist you in the preparation of any grant amendment application. Naturally, during the development of the Plan of Study, we will assist you by telephone conversations and discussions while we are in Fort Wayne. However, any additional travel or report preparation cannot be considered a part of the contract. We will be glad to assist you by phone at any time.

I hope that this minor point will not inconvenience you in any way. Steve and I have been reviewing the Fort Wayne CSO data and are impressed with the quantity and quality. I'm looking forward to working with you on this project.

Sincerely,

Robert W. Dennis

Robert W. Dennis
Project Manager

RWD/ln

enc.

66-177-23 Council 10/10/78

9/25/78

66-177-23 HI 9/25/

AGREEMENT

THIS AGREEMENT, is made in duplicate this 25 day of Sept. 1978 by and between the City of Fort Wayne, Indiana, acting by and through its Mayor and Board of Public Works (hereinafter referred to as OWNER), and EcolSciences, Inc., Suite 201, 202 South Michigan Street, South Bend, Indiana, 46601, (hereinafter referred to as CONSULTANT), WITNESSETH, THAT;

WHEREAS, the OWNER is in need of the preparation of a Plan of Study (herein referred to as PROJECT) for the Combined Sewer Overflow Program in the City of Fort Wayne, Indiana, and;

WHEREAS, the OWNER desires to develop a Combined Sewer Overflow Program which will conform to the requirements set forth by the United States Environmental Protection Agency Program Requirement Memorandum PRM 75-34 (formerly identified as PG-65), and;

WHEREAS, there are Federal and State funds to assist in the financing municipal wastewater facilities and the OWNER intends to request said funds for planning, design, and construction of pollution control projects, and;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

a. Owner hereby employs Consultant to perform the services hereinafter prescribed and agrees to pay consultant the fee also hereinafter prescribed for the performance of such services;

b. Consultant hereby accepts such employment and agrees to perform such services for said fee;

c. All subject to the provisions and conditions of the Agreement as hereinafter set forth and prescribed.

ARTICLE I: THE CONSULTANT'S SERVICES

The CONSULTANT will prepare the PROJECT in accordance with his proposal labeled No. 79-03, and will assist the OWNER in the preparation of any grant amendment application on U.S. Environmental Protection Agency Grant No. C-180775-01.

ARTICLE II: DUTIES OF THE OWNER

The OWNER agrees to provide the CONSULTANT with complete information concerning the requirements of the project and to perform as follows:

a. Make available all prior studies, reports, etc., and all wastewater records pertaining to the water quality of the rivers, wastewater treatment facilities, etc.

b. Provide access to and make all provisions for the CONSULTANT to enter upon public lands as required to perform said work as surveys, testing, inspection, etc., in the development of the project.

c. Promptly hold all meetings required by the CONSULTANT to review the project, and inform the CONSULTANT of any additions, changes, or defects in the project.

ARTICLE III: SUBCONTRACTING

The CONSULTANT shall not assign this contract without the written consent of the OWNER. In addition, the CONSULTANT shall also obtain written authorization from the OWNER before subcontracting any work on this project to others, except those scientific experts routinely employed by the CONSULTANT in such projects.

ARTICLE IV: RECEIVERSHIP OR BANKRUPTCY OF CONSULTANT

If CONSULTANT goes into receivership (even tho not voluntart) or bankruptcy, regardless of by whom petitioned, including any of the reorganization chapters of the Federal Bankruptcy Act, Owner shall have the right to terminate this Agreement upon written notice thereon to CONSULTANT and shall be obligated to pay CONSULTANT only that proportion of the amount prescribed in Paragraph 5 below, as the work then completed by CONSULTANT is to the entire services CONSULTANT hereby agrees to perform.

ARTICLE V: PAYMENT TO THE CONSULTANT

This agreement is a fixed price type contract in the amount of $6960.00 which may not be increased or decreased except to the extent that a contract amendment modifies the scope of work.

The CONSULTANT may submit monthly invoices requisition payment. Such requests shall be based upon the amount and value of the work and services performed by the CONSULTANT under this Agreement, and shall be prepared by the CONSULTANT and supplemented or accompanied by such supporting data as may be required by the OWNER. Until the final payment is requested by the CONSULTANT, the OWNER will retain from each monthly payment ten (10) percent.

Upon approval of such payment request by the OWNER, payment upon properly certified vouchers shall be made to the CONSULTANT for the amount of the invoice. The total time for payment from the date the invoice was received until the payment is mailed shall not exceed thirty (30) days.

Payment requests made by the CONSULTANT and payments made by the OWNER shall be for all direct costs incurred plus the indirect costs at the agreed upon provisional rates plus a proportionate part of the fee. The proportionate part of the fee requested and paid shall be at the same percentage as the fee bears to the total of direct and indirect costs as contained in the estimated costs of the project. Any remaining balance of fee will be requested and paid with the final invoice submitted by the CONSULTANT.

ARTICLE VI: RECORDS AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall cause to be maintained complete, accurate, and detailed records of all time devoted to the PROJECT or other expenses incurred by him or others employed by him in connection with the services rendered under Article I of this Agreement. The OWNER or his authorized representative or any appropriate Federal or State agency may at all reasonable times audit such records. All reports, drawings, data, etc., which are instruments of the service complied by the CONSULTANT for this PROJECT pursuant to this Agreement becomes the sole property of the OWNER. The OWNER may reuse or adapt any of these instruments of service without permission of or futher compensation to the CONSULTANT.

ARTICLE VII: REPORT

A final report summarizing all the work done by the CONSULTANT with both his recommended method for the OWNER to proceed on their Combined Sewer Overflow Program and his estimated manhours and cost to accomplish this Program will be submitted to the OWNER.

ARTICLE VIII: COMPLETION

The project will be completed promptly within six (6) weeks from the date of the receipt of notice to proceed from the OWNER, assuming availability on a timely basis of adequate data from existing sources.

ARTICLE IX: NON-DISCRIMINATION

The CONSULTANT hereby agrees that it will not exclude any person from participation in said PROJECT on the grounds of race, color, or national origin; nor shall any person be subjected to discrimination, under the provisions of Title VI of the Civil Rights Act of 1964 and Section 15-13, 15-13A, Article III, Chapter 15 of the Code of the City of Fort Wayne, 1974, as amended; nor shall any person be subjected to any such discrimination on the grounds of sex or religion under the provisions of said Act nor under the provisions of any laws of the State pertaining thereto.

ARTICLE X: GUARANTEES

The CONSULTANT guarantees that all data collected over the contract will be correct and accurate. All projections made as part of this PROJECT will represent the best technical effort of the CONSULTANT and will employ up-to-date "State of the Arts" methods. The final report will be completed in a format acceptable to the OWNER and the U.S. Environmental Protection Agency. The CONSULTANT shall attend all necessary meetings with regulatory authorities pursuant to the PROJECT.

ARTICLE XI: COUNCILMANIC APPROVAL

It is understood and agreed that this Agreement is in all respects subject to approval by the Common Council of the City of Fort Wayne, by duly adopted ordinance, and if such ordinance is not accepted within a period of forty-five (45) days after the date of execution hereon, this contract shall be null and void and of no further force and effect except the OWNER may elect to compensate the CONSULTANT for any reasonable services rendered prior to the time the ordinance is not adopted by the Common Council.

ARTICLE XII: WORKMEN'S COMPENSATION

The CONSULTANT agrees to procure and maintain at his expense until final payment by the OWNER, insurance of the kinds required by the State of Indiana for Workmen's Compensation, Bodily Injury, Property Damage, Automobile Injury and Damage, etc., which indemnifies the OWNER from any and all such claims.

ARTICLE XIII: EXECUTION

The OWNER and the CONSULTANT hereby agree to the full performance of the covenants both contained and stated herein.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals in attestation of the foregoing:

EcolSciences, Inc.
202 South Michigan Street
South Bend, Indiana 46601

ATTEST:

Robert W. Dennis
Manager

President

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS:

ATTEST:

Ursula Miller
Ursula Miller, Clerk

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

APPROVED AS TO FORM & LEGALITY:

Max G. Scott, Member

This instrument prepared by: P. R. Boller, P.E., Chief Water Pollution Control Engineer

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT BET. CITY OF FT. WAYNE & ECOLSCIENCES, INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS G-78-10-15

SYNOPSIS OF ORDINANCE AGREEMENT BETWEEN CITY OF FORT WAYNE AND ECOLSCIENCES, INC., CONSULTANTS FOR COMBINED SEWER OVERFLOW PROGRAM IN CITY OF FORT WAYNE, WHICH MUST BE DEVELOPED BY THE CITY OF FORT WAYNE IN ORDER TO SATISFY THE U. S. ENVIRONMENTAL PROTECTION AGENCY, TO OBTAIN FUTURE FEDERAL ASSISTANCE IN THE FINANCING OF WASTEWATER FACILITIES.

AGREEMENT ATTACHED

PRIOR APPROVAL ACQUIRED SEPTEMBER 19, 1978

EFFECT OF PASSAGE DEVELOPMENT OF COMBINED SEWER OVERLFOW PROGRAM

EFFECT OF NON-PASSAGE STATE AND FEDERAL AGENCIES WOULD LIKE TO HAVE THE CITY OF FORT WAYNE BEGIN THIS PROGRAM BEFORE OCTOBER 31, 1978 TO SATISFY U. S. ENVIRONMENTAL PROTECTION AGENCY

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) -------- FROM WPC UTILITY - #6960.

ASSIGNED TO COMMITTEE

EP